

INTRODUCED 4-5-2021  
PUBLIC HEARING 4-19-2021  
COUNCIL ACTION 5-3-2021  
EXECUTIVE ACTION 5-10-2021  
EFFECTIVE DATE 5-10-2021

County Council of Howard County, Maryland

2021 Legislative Session

Legislative Day No. 6

Bill No. 26-2021

Introduced by: The Chairperson at the request of the County Executive

AN ACT approving and providing for a multi-year Installment Purchase Agreement by Howard County, Maryland to acquire development rights in approximately 30 acres of agricultural land located on the west side of Driver Road in Marriottsville, Howard County, Maryland, from Larry and Peggy Jo Sowell or any other owner thereof for a maximum purchase price of \$786,000 or, if less, not more than \$26,200 per acre or portion thereof, rounded to the next highest \$100, plus interest on the deferred portion of such purchase price; providing that the County's obligation to pay such purchase price and interest on the deferred portion of such purchase price shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to modify such Agreement; and providing for and determining various matters in connection therewith.

Introduced and read first time April 5, 2021. Ordered posted and hearing scheduled.  
By order Theo Wimberly  
Theo Wimberly, Acting Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on April 19, 2021.  
By order Theo Wimberly  
Theo Wimberly, Acting Administrator

This Bill was read the third time on May 3, 2021 and Passed , Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.  
By order Theo Wimberly  
Theo Wimberly, Acting Administrator

Sealed with the County Seal and presented to the County Executive for approval this 5 day of May, 2021 at 5:00 a.m. (p.m.)  
By order Theo Wimberly  
Theo Wimberly, Acting Administrator

Approved by the County Executive May 11, 2021  
Calvin Ball  
Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment.

1 **Recitals**

2 In accordance with the provisions of Article VI of the Charter of Howard County (the  
3 “Charter”), Howard County, Maryland (the “County”) has included in its Capital Budget for  
4 fiscal year 2021 a capital project (Project No. G-0163) permitting the County to enter into  
5 installment purchase agreements to acquire development rights in agricultural lands located  
6 within the County, which Capital Budget was adopted by the County Council of Howard  
7 County (the “County Council”) in accordance with the Charter.

8 Section 612 of the Charter provides that “any contract, lease or other obligation  
9 requiring the payment of funds from appropriations of a later fiscal year shall be made or  
10 approved by ordinance”, and Section 616 of the Charter provides that evidences of  
11 indebtedness may be sold by private negotiated sale if the County Council shall find and  
12 determine that it is not practical to sell such evidences of indebtedness at public sale; and  
13 pursuant to (a) Article VI of the Charter, (b) Sections 15.500 to 15.520, inclusive, of the  
14 Howard County Code (the “Agricultural Land Preservation Act”) and (c) Council Bill No.  
15 31-2013, enacted on May 31, 2013 and effective on July 31, 2013 or Council Bill No. 47-  
16 2017, enacted on June 1, 2017 and effective on August 1, 2017 (whichever is then in effect,  
17 the “Authorizing Act”), the County has been authorized and empowered to enter into such  
18 installment purchase agreements for a remaining purchase price of not more than  
19 \$861,292.35, plus interest thereon.

20 The Authorizing Act provides that the County Council, by an ordinance or ordinances  
21 adopted from time to time in accordance with Section 612 of the Charter and other applicable  
22 provisions of law, shall approve and provide for (a) the acquisition of the development rights  
23 in each particular parcel of agricultural property which is to be the subject of an installment  
24 purchase agreement, (b) the form and content of each installment purchase agreement,  
25 including, without limitation, (i) the aggregate purchase price thereunder (or the maximum  
26 aggregate purchase price and the method of determining the final purchase price subject to  
27 such limitation) and the date of payments of installments of the purchase price (not exceeding

1 twenty years from the date of execution and delivery of such installment purchase agreement),  
2 (ii) the interest rate or rates per annum (or the method of determining such rate or rates)  
3 payable on any such installment purchase agreement from time to time, and (iii) the required  
4 signatures on such documents.

5 The County has now determined to enter into an Installment Purchase Agreement with  
6 Larry Sowell and Peggy Jo Sowell or any other person who is or becomes the owner of all or  
7 any portion of the Land (hereinafter defined) prior to execution and delivery of such  
8 Agreement, in order to acquire the development rights in approximately 30 acres, more or  
9 less, of agricultural land located on the west side of Driver Road in Marriottsville, Howard  
10 County, Maryland (the "Land") for an aggregate purchase price not in excess of \$786,000  
11 plus interest on the unpaid balance of such purchase price, as hereinafter provided. The actual  
12 amount of the purchase price shall be equal to the lesser of such maximum amount or not  
13 more than \$26,200 times the number of acres in such land, rounded to the next highest  
14 \$100.00, all upon the terms and conditions hereinafter set forth.

15 **Now, therefore:**

16 **Section 1. Be it enacted by the County Council of Howard County, Maryland,**

17 (a) That Howard County, Maryland (the "County") is authorized to enter into  
18 an Installment Purchase Agreement (the "Installment Purchase Agreement") with Larry  
19 Sowell and Peggy Jo Sowell or any other person who is or becomes the owner of all or any  
20 portion of the Land prior to the execution and delivery of the Installment Purchase Agreement  
21 (the "Seller"), in order to acquire the development rights in the Land as part of Capital Project  
22 No. G-0163, for an aggregate purchase price not in excess of \$786,000 (the "Purchase Price"),  
23 plus interest on the Deferred Purchase Price (hereinafter defined) as hereinafter provided;  
24 provided that the actual amount of the Purchase Price shall be equal to the lesser of such  
25 maximum amount not more than \$26,200 multiplied by the number of acres in the Land,  
26 rounded to the next highest \$100.00.

1 (b) The Installment Purchase Agreement shall be in substantially the form  
2 attached as Exhibit I hereto. Such form of Installment Purchase Agreement is incorporated  
3 herein by reference and in such form the Installment Purchase Agreement is hereby approved  
4 as to form and content. The Installment Purchase Agreement shall be dated as of the date of  
5 execution and delivery thereof by the County and the Seller (the "Closing Date").

6 (c) A portion of the Purchase Price equal to 5% of the total Purchase Price  
7 shall be paid to the Seller on the Closing Date. The balance of the Purchase Price (the  
8 "Deferred Purchase Price") shall be paid to the Seller or its assignee in twenty (20) equal  
9 annual installments beginning on the first principal payment date, August 15 or February 15,  
10 after the Closing Date, and continuing on August 15 or February 15 of each year thereafter.

11 (d) Interest on the unpaid balance of the Deferred Purchase Price shall accrue  
12 from the Closing Date and shall be payable semiannually on February 15 and August 15 in  
13 each year, commencing on the first of such dates to follow the Closing Date and continuing  
14 to and including the date of payment of the final installment of the Deferred Purchase Price at  
15 the interest rate of 1% per annum. Interest shall be calculated on the basis of a 360-day year  
16 of twelve 30-day months.

17 (e) The County's obligation to pay the Deferred Purchase Price under the  
18 Installment Purchase Agreement and to pay interest thereon is and shall be a general  
19 obligation of the County and is and shall be made upon its full faith and credit.

20 **Section 2. Be it further enacted by the County Council of Howard County,**  
21 **Maryland,** That it is hereby found and determined that:

22 (a) The acquisition of the Development Rights in the Land as set forth in  
23 Section 1 of this Ordinance and in the form of the Installment Purchase Agreement attached  
24 hereto is in the best interest of the County.

25 (b) The Installment Purchase Agreement is a contract providing for the  
26 payment of funds at a time beyond the fiscal year in which it is made and requires the payment  
27 of funds from appropriations of later fiscal years.

1 (c) Funds for the payment of the Purchase Price under the Installment  
2 Purchase Agreement are included in the Capital Budget as part of Project No. G-0163.

3 (d) The Development Rights in the Land shall be acquired by the County and  
4 extinguished and the covenants in the Deed of Agricultural Land Preservation Easement shall  
5 remain on the Land in perpetuity.

6 (e) The Purchase Price is within the legal limitation on the indebtedness of  
7 the County as set forth in Article VI of the Charter.

8 (f) The cost of acquiring the Development Rights in the Land is equal to the  
9 Purchase Price.

10 (g) The Purchase Price was established by the Agricultural Land Preservation  
11 Board in accordance with the provisions of the Agricultural Land Preservation Act and agreed  
12 to by the Seller.

13 **Section 3. Be it further enacted by the County Council of Howard County,**  
14 **Maryland,** That upon agreement with the Seller, the Installment Purchase Agreement shall  
15 be signed by the County Executive of the County (the "County Executive") by his manual  
16 signature, and the Installment Purchase Agreement shall bear the corporate seal of the County,  
17 attested by the manual signature of the Chief Administrative Officer of the County (the "Chief  
18 Administrative Officer"). In the event that any officer whose signature shall appear on the  
19 Installment Purchase Agreement shall cease to be such officer before the delivery of the  
20 Installment Purchase Agreement, such signature shall nevertheless be valid and sufficient for  
21 all purposes, the same as if such officer had remained in office until delivery.

22 **Section 4. And be it further enacted by the County Council of Howard County,**  
23 **Maryland,** That the County Executive is hereby authorized, prior to execution and delivery  
24 of the Installment Purchase Agreement, to make such changes or modifications in the form of  
25 the Installment Purchase Agreement attached hereto and incorporated herein by reference as  
26 may be required or deemed appropriate by him in order to accomplish the purpose of the  
27 transactions authorized by this Ordinance; provided that such changes shall be within the

1 scope of the transactions authorized by this Ordinance; and the execution of the Installment  
2 Purchase Agreement by the County Executive shall be conclusive evidence of the approval  
3 by the County Executive of all changes or modifications in the form of the Installment  
4 Purchase Agreement and the due execution of the Installment Purchase Agreement on behalf  
5 of the County, and the Installment Purchase Agreement shall thereupon become binding upon  
6 the County in accordance with its terms, as authorized by Article VI of the Charter, Sections  
7 15.500 to 15.520, inclusive, of the Howard County Code and the Authorizing Act  
8 (collectively, the “Enabling Legislation”), and as provided for in this Ordinance.

9 **Section 5. Be it further enacted by the County Council of Howard County,**  
10 **Maryland,** That the County Executive, the Chief Administrative Officer, the Director of  
11 Finance and other officials of the County are hereby authorized and empowered to do all such  
12 acts and things and to execute, acknowledge, seal and deliver such documents and certificates,  
13 as the County Executive may determine to be necessary to carry out and comply with the  
14 provisions of this Ordinance subject to the limitations set forth in the Enabling Legislation  
15 and any limitations set forth in this Ordinance.

16 **Section 6. Be it further enacted by the County Council of Howard County,**  
17 **Maryland,** That Manufacturers and Traders Trust Company is hereby designated and  
18 appointed as registrar and paying agent for the Installment Purchase Agreement (the  
19 “Registrar”). The Registrar shall maintain or cause to be maintained books of the County for  
20 the registration and transfer of ownership of the Installment Purchase Agreement. In addition,  
21 the County may from time to time, designate and appoint the Department of Finance of the  
22 County, any officer or employee of the County or one or more banks, trust companies,  
23 corporations or other financial institutions to act as a substitute or alternate registrar or paying  
24 agent for the Installment Purchase Agreement, and any such substitute or alternate shall be  
25 deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution  
26 appointing such substitute or alternate. Any such appointment shall be made by the County

1 Council by resolution; and the exercise of such power of appointment, no matter how often,  
2 shall not be an exhaustion thereof.

3 **Section 7. Be it further enacted by the County Council of Howard County,**  
4 **Maryland,** That for the purpose of paying the installments of the Purchase Price when due  
5 and payable and the interest on the unpaid portion of the Deferred Purchase Price when due  
6 and payable, there is hereby levied and there shall hereafter be levied in each fiscal year that  
7 any portion of the Purchase Price payable under the Installment Purchase Agreement remains  
8 outstanding, ad valorem taxes on real and tangible personal property and intangible property  
9 subject to taxation by the County without limitation of rate or amount and, in addition, upon  
10 such other intangible property as may be subject to taxation by the County within limitations  
11 prescribed by law, in an amount sufficient, together with the portion of the transfer tax  
12 imposed on transfers of real property in Howard County which is dedicated to agricultural  
13 land preservation and other available funds, to pay any installment of the Purchase Price under  
14 the Installment Purchase Agreement maturing during the succeeding year and to pay the  
15 annual interest on the outstanding balance of the Deferred Purchase Price until the total  
16 Purchase Price under the Installment Purchase Agreement and such interest have been paid in  
17 full; and the full faith and credit and the unlimited taxing power of the County are hereby  
18 irrevocably pledged to the punctual payment of the Purchase Price under the Installment  
19 Purchase Agreement and the interest on the unpaid balance of the Deferred Purchase Price as  
20 and when the same respectively become due and payable.

21 **Section 8. Be it further enacted by the County Council of Howard County,**  
22 **Maryland,** That this Ordinance shall take effect on the date of its enactment.

EXHIBIT I

FORM OF INSTALLMENT PURCHASE AGREEMENT



\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ and

\_\_\_\_\_

the Seller

and

HOWARD COUNTY, MARYLAND,  
the County

\_\_\_\_\_

INSTALLMENT PURCHASE AGREEMENT  
(Agreement No. 202\_ \_)

\_\_\_\_\_  
\_\_\_\_\_

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INSTALLMENT PURCHASE AGREEMENT

(Agreement No. 202\_ -\_)

THIS INSTALLMENT PURCHASE AGREEMENT (this "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ between \_\_\_\_\_ and \_\_\_\_\_ ([collectively], the "Seller"), and HOWARD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with the Enabling Legislation, as amended, the County is authorized to protect and enhance agricultural land in Howard County, Maryland by purchasing the Development Rights (as defined therein) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Howard County, Maryland and more particularly described in Exhibit B hereto (the "Land"). The Seller has offered to sell to the County the Seller's Development Rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The total purchase price payable for the Seller's Development Rights shall be \$\_\_\_\_\_ (the "Total Purchase Price"). A portion of the Total Purchase Price in the amount of \$\_\_\_\_\_ shall be paid to the Seller on the date hereof, and the balance of the Total Purchase Price in the amount of \$\_\_\_\_\_ (the "Deferred Purchase Price") shall be payable to the Seller in 20 annual installments as provided herein.

D. The County will receive the Seller's Development Rights in the Land for conservation purposes, which includes the preservation of farm land, forest land and open space, pursuant to the County's conservation policy and to enhance agriculture in Howard County and protect natural and ecological resources.

E. Except for the limited transferability described in the Deed of Easement referred to herein, the transfer by the Seller of [his/her/their] Development Rights in the Land shall be in perpetuity.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I  
DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

“Agricultural Use” means farming and includes:

- (1) Dairying, pasturage, growing crops, bee keeping, horticulture, floriculture, orchards, plant nurseries, viticulture, silviculture, aquaculture, and animal and poultry husbandry;
- (2) The breeding, raising, training and general care of livestock for uses other than food, such as sport or show purposes;
- (3) Construction and maintenance of barns, silos and other similar structures, the use of farm machinery, the primary processing or agricultural products and the sale of agricultural products produced on the Land; and
- (4) Other uses directly related to or as an accessory use of the Land for farming and agricultural purposes.

“Approval Ordinance” means Council Bill No. \_\_-2021, passed by the County Council at a regular meeting duly called and held on \_\_\_\_\_, 2021 and approved by the County Executive and effective on \_\_\_\_\_, 2021

“Business Day” or “business day” means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

“Closing Date” means the date of this Agreement, which is the date of execution and delivery of this Agreement by the parties hereto.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

“County” means Howard County, Maryland, a body corporate and politic and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

“County Council” means the County Council of Howard County, Maryland.

“County Executive” means the County Executive of Howard County, Maryland.

“Deed of Easement” means the Deed of Agricultural Land Preservation Easement dated the Closing Date from the Seller to the County, which shall convey the Development Rights to the County in perpetuity. The Deed of Easement shall be substantially in the form attached hereto as Exhibit A and made a part hereof.

“Deferred Purchase Price” means \$ \_\_\_\_\_, the deferred portion of the Total Purchase Price to be paid by the County to the Registered Owner in accordance with this Agreement.

“Development Rights” means the rights to develop the Land for any purpose other than Agricultural Uses. “Development Rights” shall include, but not be limited to, the right to use the Land for industrial or commercial uses, for residential purposes (except as set forth in Sections 15.500 to 15.520, inclusive, of the Howard County Code, as amended), or the storage or depositing of trash, junk, rubbish or debris.

“Enabling Legislation” means, collectively, (1) Article VI of the Howard County Charter, (2) Sections 15.500 to 15.520, inclusive, of the Howard County Code, as amended, and (3) Council Bill No. \_\_\_\_, passed by the County Council on \_\_\_\_\_, approved by the County Executive and enacted on \_\_\_\_\_ and effective on \_\_\_\_\_.

“Interest Payment Date” means February 15 and August 15 in each year, commencing \_\_\_\_\_, 202\_\_.

“Land” means the tract of land located in Howard County, Maryland, containing approximately \_\_\_\_\_ acres, and more particularly described in Exhibit B attached hereto and made a part thereof; provided, however, that if any lot is released from the encumbrance of the Deed of Easement in accordance with the terms hereof, such lot so released shall not thereafter be considered to be part of the Land.

“Permitted Encumbrances” means the encumbrances listed on Exhibit C attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

“Person” or “person” means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

“Registered Owner” means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

“Registrar” means Manufacturers and Traders Trust Company, a New York banking corporation, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

“Seller” means \_\_\_\_\_ and \_\_\_\_\_, [his] [her] [its] [their] [heirs, personal representatives,] successors and assigns.

“State” means the State of Maryland.

“Total Purchase Price” means \$ \_\_\_\_\_, the total purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

SECTION 1.2. Rules of Construction. The words “hereof”, “herein”, “hereunder”, “hereto”, and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

## ARTICLE II SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$\_\_\_\_\_ (the "Total Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement in the form attached hereto as Exhibit A and made a part hereof. The Deed of Easement shall be recorded among the Land Records of Howard County, Maryland.

## ARTICLE III PAYMENT OF TOTAL PURCHASE PRICE

### SECTION 3.1. Payment of Total Purchase Price.

(a) The County shall pay a portion of the Total Purchase Price in the amount of \$\_\_\_\_\_ to the Seller on the Closing Date and shall pay the Deferred Purchase Price to the Registered Owner in twenty (20) equal installments of \$\_\_\_\_\_ on [February 15] [August 15], \_\_\_\_\_ and on the same day of each year thereafter to and including [February 15] [August 15], \_\_\_\_\_.

(b) Interest on the unpaid balance of the Deferred Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on [February 15] [August 15], 202\_ and semiannually thereafter on February 15 and August 15 in each year to and including [February 15] [August 15], \_\_\_\_\_ at the rate of \_\_\_\_\_% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. No interest shall be payable on the portion of the Total Purchase Price payable on the Closing Date.

(c) The Total Purchase Price and the interest on the unpaid balance of the Deferred Purchase Price are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Deferred Purchase Price and payments of the annual installments of the Deferred Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Deferred Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Deferred Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Total Purchase Price hereunder and to pay interest on the unpaid balance of the Deferred Purchase Price is a general obligation of the County, and the full faith and credit and the unlimited taxing power of the County are irrevocably pledged to the punctual payment of the Deferred Purchase Price and the interest on the unpaid balance of the Deferred Purchase Price as and when the same respectively become due and payable.

(f) Notwithstanding any other provision of this Agreement, if the Registered Owner assigns [his] [her] [its] [their] right, title and interest in and to this Agreement to a trustee in connection with the creation of a trust by such Registered Owner and the issuance of certificates of participation in this Agreement by such trustee, such trustee shall be, and shall be listed on the registration books maintained by the Registrar as, the Registered Owner of this Agreement, and all payments to be made under this Agreement after the creation of such trust shall be made directly to such trustee.

### SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Deferred Purchase Price and all interest thereon have been paid in full, the County shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement; and upon presentation of this Agreement for such purpose at the offices of the Registrar, the Registrar shall register or cause to be registered on such registration books, and permit to be transferred thereon, under such reasonable regulations as the County or the Registrar may prescribe, the ownership of this Agreement.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or [his] [her] [its] [their] attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit D, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or [his] [her] [its] [their] attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit E with the name, address and tax identification number of the transferee Registered Owner, the date



of the transfer and the outstanding principal balance of the Deferred Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit E hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Deferred Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon [his] [her] [its] [their] order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, including attorney's fees, in this connection. The Registered Owner shall be responsible for the payment of all such expenses and fees whether or not the Registered Owner subsequently recovers, presents, and surrenders this Agreement at the office of the Registrar. The Registrar shall deduct such expenses from the final installment of the Deferred Purchase Price before paying the balance to the Registered Owner. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost, fees, or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV  
REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body corporate and politic and a political subdivision of the State of Maryland.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

(c) The Enabling Legislation and the Approval Ordinance authorize the County to enter into this Agreement, and this Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to [himself] [herself] [itself] [themselves], but not with respect to any transferee Registered Owner:

(a) The Seller has full power and authority [and is legally competent] to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery

or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) The Seller is the sole owner and lawfully seized of a fee simple estate in the Land and has the right to grant and convey the easement conveyed pursuant to the Deed of Easement. Further, there exist no liens, security interests or other encumbrances on or with respect to the Land (other than Permitted Encumbrances), and the Seller specially warrants and will defend the County's right, title and interest in and to the easement granted under the Deed of Easement.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

The representations in subsection (f) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsection could be punished by fine, imprisonment or both.

ARTICLE V  
PROVISIONS RELATING TO EXCLUSION  
OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the Closing Date, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the Closing Date and is otherwise limited in accordance with its terms. The Seller acknowledges that [he] [she] [it] [they] [has] [have] made their own independent investigation and [has] [have] consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE VI  
THE REGISTRAR

SECTION 6.1. Appointment of Registrar. Manufacturers and Traders Trust Company, a New York banking corporation, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Ownership of Agreement. The Registrar, in its individual capacity or as trustee for holders of participation interests in this Agreement, may in good faith buy, sell, own and hold this Agreement, and may join in any action which any Registered Owner may be entitled to take with like effect as if it did not act as Registrar hereunder. The Registrar, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for other obligations of the County as freely as if it did not act in any capacity hereunder.

SECTION 6.3. Removal of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to remove the Registrar at any time by filing with the registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.4. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Department of Finance of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.5. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII  
MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Cancelled; No Merger. This Agreement and the Deed of Easement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Howard County, Maryland  
George Howard Building  
3430 Court House Drive  
Ellicott City, Maryland 21043  
Attention: Director of Finance

with a copy to:

Gary W. Kuc  
County Solicitor  
Office of Law  
3450 Court House Drive  
Ellicott City, Maryland 21043

Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registrar:

Manufacturers and Traders Trust Company  
One Light Street – 14<sup>th</sup> Floor – MD2-L140  
Baltimore, Maryland 21202  
Attention: Cara Gregg

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

SECTION 7.11. References to the Seller. All references herein to the Seller shall be deemed plural if more than one person has an interest in the Land. Any pronoun reference herein shall be deemed to apply to the appropriate gender or person, as the case may be.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

Signature Page 1 of 2 to  
INSTALLMENT PURCHASE AGREEMENT  
(202\_-\_)

WITNESS the signatures and seals of the parties hereto as of the date first above written.

WITNESS:

\_\_\_\_\_ Name: \_\_\_\_\_ (SEAL)

\_\_\_\_\_ Name: \_\_\_\_\_ (SEAL)

Signature Page 2 of 2 to  
INSTALLMENT PURCHASE AGREEMENT  
(202\_ - \_)

WITNESS the signatures and seals of the parties hereto as of the date first above written.

[COUNTY'S SEAL]

HOWARD COUNTY, MARYLAND

ATTEST:

By: \_\_\_\_\_  
Calvin Ball,  
County Executive

\_\_\_\_\_  
Lonnie R. Robbins,  
Chief Administrative Officer

APPROVED:

APPROVED for Form and Legal  
Sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Amy Gowan, Director  
Department of Planning and Zoning

\_\_\_\_\_  
Gary W. Kuc  
County Solicitor

APPROVED for Sufficiency of  
Funds:

Reviewed by:

\_\_\_\_\_  
Rafiu Ighile, Director  
Department of Finance

\_\_\_\_\_  
Morenike Oyenusi,  
Senior Assistant County Solicitor



EXHIBIT A

FORM OF DEED OF AGRICULTURAL LAND PRESERVATION EASEMENT

EXHIBIT B

DESCRIPTION OF LAND

EXHIBIT C

PERMITTED ENCUMBRANCES

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_ and \_\_\_\_\_ ([collectively,] the "Seller") hereby sell[s], assign[s] and transfer[s] unto \_\_\_\_\_, without recourse, all of the Seller's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Seller hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Seller hereby represent[s], warrant[s] and [certify] [certifies] that there have been no amendments to such Agreement [except \_\_\_\_\_].

Date: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.



BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on May 10, 2021.

Michelle Harrod  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Michelle Harrod, Administrator to the County Council



**Howard County**  
*Agricultural Land Preservation Program*

**MEMORANDUM**

**Subject:** Testimony for the Sowell Property Installment Purchase Agreement

**To:** Lonnie Robbins, Chief Administrative Officer, Department of Administration

**Through:** Amy Gowan, Director, Department of Planning and Zoning

**Through:** Beth Burgess, Chief, Resource Conservation Division, Department of Planning and Zoning

**From:** Joy Levy, Agricultural Land Preservation Program Administrator, Department of Planning and Zoning

**Date:** March 17, 2021

The Department of Planning and Zoning supports Council Bill No. -2021. This bill approves an Installment Purchase Agreement to acquire an agricultural preservation easement on property owned by Larry and Peggy Jo Sowell. Section 15.507(e)(4) of the Howard County Code requires County Council approval of a multi-year Installment Purchase Agreement pursuant to Section 612 of the Howard County Charter.

The approval of an Installment Purchase Agreement for the Sowell property would preserve 30 acres of land that is approximately half pasture and half wooded. The property is comprised of 66% Class I, II and III soils, and is improved with a principal dwelling and an uninhabitable tenant house. There is also a horse barn and a tractor shed.

The Sowells have a small horse boarding operation. Although there is relatively little land in preservation immediately adjacent to the Sowell farm, there is a high concentration of preserved land within 3/4 mile. Preserving this property would add to over 22,800 acres of farmland that have been preserved to date.

**Fiscal Impact Analysis:**

The purchase price of the Sowell easement is \$786,000.00, however; when twice yearly interest payments over 20 years are factored in, the overall cost will be \$ \$861,292.35. The funding comes from the 25% portion of the transfer tax that is dedicated to the Agricultural Land Preservation Program.

The Sowells will be paid 5% of the purchase price in cash at settlement. The balance will be paid through the Installment Purchase Agreement in 20 equal yearly installments. The owners will also receive twice yearly interest payments on the remaining principal over the 20-year term. Please see the attached draft amortization schedule for detailed payments. There are no other expenditures associated with the Sowell acquisition. Current ALPP staff member manages all aspects of the acquisition process.

Having met all eligibility criteria for the acquisition of an agricultural preservation easement, staff supports Council Bill No. -2021.

cc: Jennifer Sager, Legislative Coordinator, Department of Administration  
Rafiu Ighile, Director, Department of Finance  
Morenike Oyenusi, Senior Assistant County Solicitor, Office of Law

1/28/2021

Howard County, Maryland  
 Agricultural Land Preservation Program  
 Installment Purchase Amortization Schedule

Landowner: **Larry and Peggy Jo Sowell**  
 20 Year Amortization - 5% Down

Acres: 30.00  
 Price per acre: \$28,200.00  
 Total price: \$786,000.00

Down Payment \$39,300.00

Interest Rate: 1.0000%  
 Settlement: July 15, 2021 Estimated - subject to change

Interest: 75,292.35  
 Total payments: \$861,292.35

Date	Principal Amount	Interest	Semi-annual Debt Service	Annual Debt Service	Balance
					\$746,700.00
August 15, 2021		622.25	622.25		746,700.00
February 15, 2022	37,335.00	3,733.50	41,068.50	41,690.75	709,366.00
August 15, 2022		3,546.83	3,546.83		709,366.00
February 15, 2023	37,335.00	3,546.83	40,881.83	44,428.66	672,030.00
August 15, 2023		3,360.15	3,360.15		672,030.00
February 15, 2024	37,335.00	3,360.15	40,695.15	44,055.30	634,695.00
August 15, 2024		3,173.48	3,173.48		634,695.00
February 15, 2025	37,335.00	3,173.48	40,508.48	43,681.96	597,360.00
August 15, 2025		2,986.80	2,986.80		597,360.00
February 15, 2026	37,335.00	2,986.80	40,321.80	43,308.60	560,025.00
August 15, 2026		2,800.13	2,800.13		560,025.00
February 15, 2027	37,335.00	2,800.13	40,135.13	42,935.26	522,690.00
August 15, 2027		2,613.45	2,613.45		522,690.00
February 15, 2028	37,335.00	2,613.45	39,948.45	42,561.90	485,355.00
August 15, 2028		2,426.78	2,426.78		485,355.00
February 15, 2029	37,335.00	2,426.78	39,761.78	42,188.56	448,020.00
August 15, 2029		2,240.10	2,240.10		448,020.00
February 15, 2030	37,335.00	2,240.10	39,575.10	41,815.20	410,685.00
August 15, 2030		2,053.43	2,053.43		410,685.00
February 15, 2031	37,335.00	2,053.43	39,388.43	41,441.86	373,350.00
August 15, 2031		1,866.75	1,866.75		373,350.00
February 15, 2032	37,335.00	1,866.75	39,201.75	41,068.50	336,015.00
August 15, 2032		1,680.08	1,680.08		336,015.00
February 15, 2033	37,335.00	1,680.08	39,015.08	40,695.16	298,680.00
August 15, 2033		1,493.40	1,493.40		298,680.00
February 15, 2034	37,335.00	1,493.40	38,828.40	40,321.80	261,345.00
August 15, 2034		1,306.73	1,306.73		261,345.00
February 15, 2035	37,335.00	1,306.73	38,641.73	39,948.46	224,010.00
August 15, 2035		1,120.05	1,120.05		224,010.00
February 15, 2036	37,335.00	1,120.05	38,455.05	39,575.10	186,675.00
August 15, 2036		933.38	933.38		186,675.00
February 15, 2037	37,335.00	933.38	38,268.38	39,201.76	149,340.00
August 15, 2037		746.70	746.70		149,340.00
February 15, 2038	37,335.00	746.70	38,081.70	38,828.40	112,005.00
August 15, 2038		560.03	560.03		112,005.00
February 15, 2039	37,335.00	560.03	37,895.03	38,455.06	74,670.00
August 15, 2039		373.35	373.35		74,670.00
February 15, 2040	37,335.00	373.35	37,708.35	38,081.70	37,335.00
August 15, 2040		186.68	186.68		37,335.00
February 15, 2041	37,335.00	186.68	37,521.68	37,708.36	0.00
	\$ 746,700.00	\$ 75,292.35	\$ 821,992.35	\$ 821,992.35	



**Office of the County Auditor**  
**Auditor's Analysis**

**Council Bill No. 26-2021**

Introduced: April 5, 2021

Auditor: Michael A. Martin

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Fiscal Impact:

The fiscal impact of this legislation is approximately \$861,292 in expenditures from the Agricultural Preservation Fund over the next 20 years to acquire an agricultural preservation easement on private County property.

The General Fund would also be affected as a result of an estimated annual property tax credit of \$3,907. The Agriculture Property Tax Credit for this parcel would begin the tax year starting July 1, 2022.

Anticipated financing and payment terms of this acquisition include a 5 percent down payment of \$39,300, twenty annual principle payments of \$37,335, and semi-annual interest payments of 1 percent of the outstanding principle. **Attachment A** provides the detailed Installment Purchase Agreement (IPA) amortization schedule.

Transfer tax proceeds from the Agricultural Preservation and Promotion Fund (APPF) will be used to make the payments associated with this acquisition.

**NOTE:** Our Office has reviewed the Administration's estimated amortization schedule for this IPA and believe it accurately depicts the terms of the agreement.

The Administration confirmed this acquisition was included in the latest APPF cash flow analysis and will not result in a decrease in future projected fund balances. The APPF cash flow can be found in **Attachment B** and is current as of March 2021.

In comparing the portion of actual APPF transfer tax revenues with projections noted in the March 2021 APPF Cash Flow Statement, our office notes the following:

- Fiscal year-to-date APPF revenues are \$6,637,687 through April 8, 2021, while the County's most recent cash flow projection for Fiscal Year 2021 is \$9,575,000.
- During FY 2020, \$10,035,244 was recognized in APPF transfer tax revenues, which exceeded the FY 2020 projected amount of \$5,433,000.

An appraised value or alternate use of a parcel is not considered when determining the cost per acre of a potential agricultural preservation easement.

Purpose:

This legislation allows for a multi-year Installment Purchase Agreement in which the County will acquire the development rights of approximately 30 acres of agriculture land located on Driver Road in Marriottsville for a maximum price of \$786,000 or not more than \$26,200 per acre.

Other Comments:

The Agricultural Land Preservation Program (ALPP) Capital Project G0163 will be utilized to fulfill this Installment Purchase Agreement.

According to the Approved FY 2021 Capital Budget, the County's ALPP has funded \$28.7 million in Installment Purchase Agreements for 15 properties, totaling 1,020 acres, equating to approximately \$28,100 per acre.

The County's cost per acre is determined using a Price Formula Worksheet that awards points based on the applicant parcel meeting certain criteria. Each point is valued at \$40 per acre, and this parcel's Price Formula Worksheet was scored at 655 points (see **Attachment C**). Our Office verified this parcel's cost per acre of \$26,200 based on the 655 points awarded in the Price Formula Worksheet.

The Agricultural Preservation Board (APB) unanimously voted in favor of recommending the acquisition of this preservation easement on January 25, 2021.

The Administration previously indicated there were no plans to acquire additional agricultural preservation parcels in FY 2021 during our analysis of the Lowrey easement acquisition via Council Bill 16-2021. However, it has now confirmed that there are several other parcels in the approval pipeline which may reach settlement in FY 2022. The current ALPP cash flow analysis assumes an additional 800 acres would be purchased in the future.

The total transfer tax revenue for FY 2020 was \$40,140,976 versus a budget amount of \$30,000,000, while the total transfer tax revenue for FY 2021 year to date (as of April 8, 2021) is \$33,188,437 versus a budget amount of \$31,292,000.

Howard County, Maryland  
 Agricultural Land Preservation Program  
 Installment Purchase Amortization Schedule

Landowner:	Larry and Peggy Jo Sowell 20 Year Amortization - 5% Down	Acres:	30.00
		Price per acre:	\$26,200.00
		Total price:	\$786,000.00
		Down Payment	\$39,300.00
Interest Rate:	1.0000%	Interest:	75,292.35
Settlement:	July 15, 2021 Estimated - subject to change	Total payments:	\$861,292.35

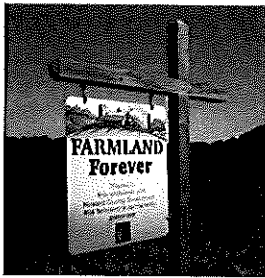
Date	Principal Amount	Interest	Semi-annual Debt Service	Annual Debt Service	Balance
					\$746,700.00
August 15, 2021		622.25	622.25		746,700.00
February 15, 2022	37,335.00	3,733.50	41,068.50	41,690.75	709,365.00
August 15, 2022		3,546.83	3,546.83		709,365.00
February 15, 2023	37,335.00	3,546.83	40,881.83	44,428.66	672,030.00
August 15, 2023		3,360.15	3,360.15		672,030.00
February 15, 2024	37,335.00	3,360.15	40,695.15	44,055.30	634,695.00
August 15, 2024		3,173.48	3,173.48		634,695.00
February 15, 2025	37,335.00	3,173.48	40,508.48	43,681.96	597,360.00
August 15, 2025		2,986.80	2,986.80		597,360.00
February 15, 2026	37,335.00	2,986.80	40,321.80	43,308.60	560,025.00
August 15, 2026		2,800.13	2,800.13		560,025.00
February 15, 2027	37,335.00	2,800.13	40,135.13	42,935.26	522,690.00
August 15, 2027		2,613.45	2,613.45		522,690.00
February 15, 2028	37,335.00	2,613.45	39,948.45	42,561.90	485,355.00
August 15, 2028		2,426.78	2,426.78		485,355.00
February 15, 2029	37,335.00	2,426.78	39,761.78	42,188.56	448,020.00
August 15, 2029		2,240.10	2,240.10		448,020.00
February 15, 2030	37,335.00	2,240.10	39,575.10	41,815.20	410,685.00
August 15, 2030		2,053.43	2,053.43		410,685.00
February 15, 2031	37,335.00	2,053.43	39,388.43	41,441.86	373,350.00
August 15, 2031		1,866.75	1,866.75		373,350.00
February 15, 2032	37,335.00	1,866.75	39,201.75	41,068.50	336,015.00
August 15, 2032		1,680.08	1,680.08		336,015.00
February 15, 2033	37,335.00	1,680.08	39,015.08	40,695.16	298,680.00
August 15, 2033		1,493.40	1,493.40		298,680.00
February 15, 2034	37,335.00	1,493.40	38,828.40	40,321.80	261,345.00
August 15, 2034		1,306.73	1,306.73		261,345.00
February 15, 2035	37,335.00	1,306.73	38,641.73	39,948.46	224,010.00
August 15, 2035		1,120.05	1,120.05		224,010.00
February 15, 2036	37,335.00	1,120.05	38,455.05	39,575.10	186,675.00
August 15, 2036		933.38	933.38		186,675.00
February 15, 2037	37,335.00	933.38	38,268.38	39,201.76	149,340.00
August 15, 2037		746.70	746.70		149,340.00
February 15, 2038	37,335.00	746.70	38,081.70	38,828.40	112,005.00
August 15, 2038		560.03	560.03		112,005.00
February 15, 2039	37,335.00	560.03	37,895.03	38,455.06	74,670.00
August 15, 2039		373.35	373.35		74,670.00
February 15, 2040	37,335.00	373.35	37,708.35	38,081.70	37,335.00
August 15, 2040		186.68	186.68		37,335.00
February 15, 2041	37,335.00	186.68	37,521.68	37,708.36	0.00
	\$ 746,700.00	\$ 75,292.35	\$ 821,992.35	\$ 821,992.35	

Attachment B

Howard County Maryland  
 Agricultural Land Preservation Program (Fund 2020)  
 Cash Flow Analysis as of March 2021

Fiscal Year	Beginning Fund Balance	Revenues		Expenses		Total Expenses	Ending Balance	
		Interest on Cash & 0.05% Miscellaneous	State Ag Transfer	Through Batch 14	Existing Debt/Service Treasury Strip Income			Settled Open Enrollment
1888*	6,354,294	706,268	481,283	3,025,054	4,212,605	113,121	13,219,350	
1889*	10,254,535	969,093	245,416	3,157,620	4,371,069	1,391,632	13,052,254	
1890*	13,318,350	973,479	120,383	2,162,444	3,276,306	2,902,362	13,405,394	
1892*	13,405,394	940,000	95,795	2,414,000	3,049,795	2,902,362	12,219,649	
1893*	12,219,649	425,833	307,068	2,867,843	3,600,544	3,249,157	12,101,098	
1894*	12,101,098	434,712	194* <td>3,047,698</td> <td>3,532,506</td> <td>3,047,698</td> <td>12,294,701</td>	3,047,698	3,532,506	3,047,698	12,294,701	
1895*	12,294,701	632,862	309,870	2,638,781	3,581,003	3,764,416	10,523,708	
1995*	10,523,708	5,282	35,889	288,878	2,903,662	3,979,581	9,051,669	
1997*	9,051,669	505,856	648,547	2,807,126	3,961,529	3,978,066	7,965,961	
1998*	7,965,961	33,169	848,624	3,460,501	4,369,686	4,256,933	7,788,928	
1999*	7,788,928	247,382	427,116	4,137,528	5,151,914	4,203,247	8,607,426	
2000*	8,607,426	273,536	85,812	4,263,890	5,180,438	4,256,710	9,486,691	
2001*	9,486,691	200,000	6,200	4,352,006	5,146,437	4,174,115	10,140,112	
2002*	10,140,112	100,000	1,000	4,863,985	5,442,195	4,259,652	10,474,844	
2003*	10,474,844	100,000	966,115	5,415,733	6,501,848	4,254,375	12,963,837	
2004*	12,363,837	113,000	1,832,033	6,925,516	8,870,549	4,385,582	16,364,921	
2005*	16,364,921	110,000	638,704	8,488,301	9,207,005	4,277,428	20,818,098	
2006*	20,818,098	745,685	1,326,231	9,253,090	11,324,976	4,356,983	27,255,770	
2007*	27,255,770	1,018,815	1,663,296	7,491,284	10,173,395	4,248,809	32,665,651	
2008*	32,665,651	1,288,612	446,135	6,021,535	7,759,110	4,603,210	30,227,827	
2009*	30,227,827	55,715	55,585	4,592,745	5,184,045	4,731,892	29,539,672	
2010*	29,539,672	121,154	8,297	5,319,203	5,546,960	4,846,765	29,432,745	
2011*	29,432,745	66,497	39,306	5,329,914	5,435,971	4,872,648	27,866,658	
2012*	27,866,658	34,342	11,948	6,450,253	6,661,244	6,977,789	23,746,843	
2013*	23,746,843	27,014	1,000	6,516,161	6,446,311	7,404,920	21,692,410	
2014*	21,692,410	18,261	12,800	6,726,948	6,911,488	7,436,078	15,491,572	
2015*	15,491,572	23,318	7,618	7,741,048	7,934,288	7,277,548	13,811,854	
2016*	13,811,854	53,274	745	7,692,622	8,051,896	7,307,704	11,940,813	
2017*	11,940,813	45,348	600	9,476,018	9,647,292	13,753,373	11,395,408	
2018*	11,395,408	107,517	24,785	9,458,530	9,879,891	6,796,158	10,528,728	
2019*	10,528,728	290,705	6,000	7,841,765	8,459,351	6,489,477	9,376,042	
2020*	9,376,042	192,640	214,800	10,055,244	11,311,343	9,742,111	11,644,190	
2021	11,644,190	70,000	5,000	9,373,000	9,800,000	19,299,498	13,544,833	
2022	13,544,833	6,772	100,000	8,975,000	9,081,772	7,495,478	13,860,004	
2023	13,860,004	6,930	100,000	9,255,000	9,031,930	3,541,967	15,241,080	
2024	15,241,080	7,621	2024	9,202,000	9,307,621	13,721,970	16,956,662	
2025	15,956,662	8,478	100,000	9,300,000	9,408,478	2,657,090	19,639,037	
2026	19,639,037	9,820	100,000	9,575,000	9,684,820	3,150,637	22,580,707	
2027	22,580,707	11,340	100,000	9,675,000	9,786,340	7,586,689	26,114,909	
2028	26,114,909	13,657	100,000	9,906,000	10,013,657	2,093,587	30,019,115	
2029	30,019,115	15,070	100,000	10,325,000	10,240,070	1,904,859	34,360,505	
2030	34,360,505	17,780	100,000	10,375,000	10,432,190	1,856,352	39,431,815	
2031	39,431,815	19,716	100,000	10,635,000	10,744,716	1,807,885	44,812,143	
2032	44,812,143	22,406	100,000	10,800,000	10,922,406	2,093,587	50,332,443	
2033	52,332,443	26,166	100,000	11,175,000	11,301,166	2,093,587	60,499,390	
2034	60,499,390	30,250	100,000	11,395,000	11,455,250	770,361	68,817,686	
2035	68,817,686	34,409	100,000	11,650,000	11,634,409	846,035	77,420,155	
2036	77,420,155	38,770	100,000	11,650,000	11,688,770	385,757	86,410,330	
2037	86,410,330	43,205	100,000	11,725,000	11,868,205	387,424	95,457,883	
2038	95,457,883	47,734	100,000	11,925,000	12,072,734	155,481	104,939,874	
2039	104,939,874	52,470	100,000	12,175,000	12,327,470	155,481	114,801,449	
2040	114,801,449	57,401	100,000	12,400,000	12,557,401	902,527	124,870,713	
Total	11,810,911	511,241	17,314,107	387,392,959	437,216,002	237,216,002	299,512,799	
Total				(58,995,200)	178,222,802	32,145,015	22,369,467	
Total						18,585,224	47,210,291	

\*Actual  
 #Includes encumbrances  
 Budgeted amount  
 Estimates Figure per Budget  
 (1)FY 2014 includes cash payment to Cissel and Tarco.  
 (2) Projected settlements based on remaining capital appropriation of \$22,601,992.



## Howard County Agricultural Land Preservation Program 2020 PRICE FORMULA WORKSHEET

Owner Sowell Tax Map 10 Parcel(s) 228, 229  
 Farm Address 950 Driver Rd, Marriottsville Acres 30

			POINTS
<b>1. Parcel Size Relative to Average Acreage of Remaining Uncommitted Land (40 acres)</b>		<b>Maximum 150 points</b>	<b>100</b>
40 acres or more	_____	150 points	
35 acres to 39.9 acres	_____	125 points	
30 acres to 34.9 acres	<u>30</u>	100 points	
25 acres to 29.9 acres	_____	75 points	
20 acres to 24.9 acres	_____	50 points	
<b>2. Soil Capability – Percentage of Class I, II and III Soils Relative to Property Total</b>		<b>Maximum 150 points</b>	<b>75</b>
90% or greater Class I, II and III Soils	_____	150 points	
80% to 89% Class I, II and III Soils	_____	125 points	
70% to 79% Class I, II and III Soils	_____	100 points	
60% to 69% Class I, II and III Soils	<u>66.40%</u>	75 points	
Less than 60% Class I, II and III Soils	_____	50 points	
<b>3. Soil Productivity as Measured by Land Evaluation Score</b>		<b>Maximum 150 points</b>	<b>75</b>
90 or greater Land Evaluation Score	_____	150 points	
80-89 Land Evaluation Score	_____	125 points	
70-79 Land Evaluation Score	_____	100 points	
60-69 Land Evaluation Score	<u>63.7</u>	75 points	
Less than 60 Land Evaluation Score	_____	50 points	
<b>4. Adjacency to Preserved Land</b>		<b>Maximum 125 points</b>	<b>100</b>
75 to 100% perimeter adjacent to preserved land	_____	125 points	
50 to 74% perimeter adjacent to preserved land	<u>61%</u>	100 points	
25 to 49% perimeter adjacent to preserved land	_____	75 points	
Less than 25% perimeter adjacent to preserved land	_____	50 points	
<b>5. Concentration of Preserved Lands</b>		<b>Maximum 125 points</b>	<b>125</b>
More than 600 acres of preserved land within 3/4 mile	<u>941</u>	125 points	
400-599 acres of preserved land within 3/4 mile	_____	100 points	
200-399 acres of preserved land within 3/4 mile	_____	75 points	
Less than 200 acres of preserved land within 3/4 mile	_____	50 points	
<b>6. Current Land Use</b>		<b>Maximum 150 points</b>	<b>50</b>
90% or greater of property in agricultural use	_____	150 points	
80% to 89% of property in agricultural use	_____	125 points	
70% to 79% of property in agricultural use	_____	100 points	
60% to 69% of property in agricultural use	_____	75 points	
Less than 60% of property in agricultural use	<u>56%</u>	50 points	
<b>7. Soil Conservation and Water Quality Plan (SCWQP)/Best Management Practices (BMPs)</b>		<b>Maximum 100 points</b>	<b>75</b>
Longstanding landowner relationship with SCD, and SCWQP on the property is predominantly implemented with no major resource concerns	_____		100 points
Landowner has relationship with SCD and has made considerable efforts to implement SCWQP on this property or another property, or landowner has implemented considerable BMPs on their own	<u>X</u>		75 points
New relationship with SCD and has made efforts to implement SCWQP on this property or another property, or landowner has implemented BMPs on their own	_____		50 points
New SCWQP with no conservation or BMP activity	_____		0 points

		<b>POINTS</b>
<b>8. Ownership and Operation</b>		<b>Maximum 50 points</b>
Owner operated	<u>          X          </u>	<u>          50          </u>
Non-owner operated	<u>                          </u>	<u>          25          </u>
No current operation	<u>                          </u>	<u>          0          </u>

**SUBTOTAL POINTS** **Maximum 1000 points**           650          

**PRELIMINARY PRICE CALCULATION - Maximum \$40,000 per acre**

          650           points x \$40/point =           \$26,000          

**Additional Points - Maximum 100 points**

<b>1. Relinquishment of Tenant House Rights, if applicable</b>		<b>Maximum 50 points</b>
<u>          1, existing          </u> Number of tenant houses allowed by right at 1 per 25 acres		<u>          0          </u>
<u>          0          </u> Tenant house rights relinquished x 10 points per house		

<b>2. Optional APB Points</b>		<b>Maximum +/- 50 points</b>
See separate scoring sheet - points may be added or subtracted		<u>          5          </u>

**TOTAL POINTS** **Maximum 1000 points**           655          

**FINAL PRICE CALCULATION - Maximum \$40,000 per acre**

          655           points x \$40/point =           \$26,200          

**TOTAL PRICE OFFER**

          30           acres x           \$26,200           per acre = **\$786,000**